the profits, as would be satisfactory, is too indefinite to be enforced. *Mackintosh* v. *Kimball,* 101 App. Div. 494, 92 N. Y. Supp. 132. On the other hand, an agreement to pay what is right is not necessarily indefinite. *Silver* v. *Graves, supra.* Nor is a promise by one that he would make it right. *Brennan* v. *Employer's Liability Assur. Corp.,* 213 Mass. 365, 100 N. E. 633. Plainly, a promise to give the plaintiff, for services to be rendered, as much as any other relation on earth, is also too indefinite to be enforced. *Graham* v. *Graham,* 10 Casey (Pa.) 475. But a contract to provide for one so that she would not have to work is sufficiently certain and valid. *Thompson* v. *Stevens, supra.* While a promise to pay part of the money paid is too uncertain to be dealt with by the courts. *Burney* v. *Jones,* 140 Ga. 758, 79 S. E. 840.

Damages cannot be awarded when the extent of the liability cannot be made certain. *East Line, etc., R. Co.* v. *Scott,* 72 Tex. 70, 10 S. W. 99, 13 Am. St. Rep. 758. But because the amount cannot be ascertained until the end of the year does not necessarily make the contract uncertain. *Fraker* v. *A. G. Hyde & Son.,* 135 App. Div. 64, 119 N. S. Supp. 879. And even though a part of the agreement be void, if that which remains is sufficient to constitute a complete contract in itself, it will be enforced. See *State* v. *Racine Sattley Co.* (Tex. Civ. App.), 134 S. W. 400. In all of these cases where services have been rendered, though there cannot be a recovery on the contract itself, where it is held to be indefinite and vague, yet the reasonable value of the services may be recovered on a quantum meruit. See *United Press* v. *N. Y. Press Co., supra; Bluemner* v. *Garvin, supra; Petze* v. *Morse Dry Dock & Repair Co.,* 125 App. Div. 267, 109 N. Y. Supp. 328.

CORPORATIONS—FRAUDULENT TRANSFER OF ASSETS—RIGHTS OF CREDITORS.—A corporation controlled by persons owning the controlling interest in another corporation, having incurred liability for a tort, transferred its assets to the second company for an inadequate consideration. The injured party brought an action against both corporations. *Held,* both the transferror and transferee are liable. *Wolff* v. *Shreveport Gas, Electric Light & Power Co.* (La.), 70 South. 789. See NOTES, p. 632.

EASEMENTS—CREATION—WAY BY NECESSITY.—As directed by the testator's will, certain property was divided into two tracts, one of which was assigned to the plaintiff, and one to the defendant. At the time of the partition, the plaintiff's tract was bounded by a public road leading to the village from which road a private driveway led to his residence. There was also a way across defendant's land, which was a more convenient mode of reaching the village than by the other method. The plaintiff later sold that part of his tract fronting on the public road and through which the private driveway extended, and subsequently claimed a right of way by necessity across the defendant's land to the village. *Held,* the plaintiff is not entitled to the right of way. *Turner* v. *South & West Improvement Co.* (Va.), 88 S. E. 85.

It is well settled that where a tract of land is accessible only over the property of the grantor or of third persons, a right of way by necessity will arise by implication over the lands of the grantor, since otherwise

the grant would be rendered practically worthless. *Estep* v. *Hammons,* 104 Ky. 144, 46 S. W. 715; *Pleas* v. *Thomas,* 75 Miss. 495, 22 South. 820; *Woolridge* v. *Coughlin,* 46 W. Va. 345, 33 S. E. 233; *Kruegel* v. *Nitschman,* 15 Tex. Civ. App. 641, 40 S. W. 68. But in such case it is essential that the alleged dominant and servient tenements should have belonged to the same person at sometime in the past. *Bullard* v. *Harrison,* 4 M. & S. 387; *Ellis* v. *Blue Mountain Forest Ass'n,* 69 N. H. 385, 41 Atl. 856; *Tracy* v. *Atherton,* 35 Vt. 52, 82 Am. Dec. 621. And upon the former principle, where a person sells all of his property, except a certain tract entirely surrounded by the lands granted, a way by necessity is impliedly reserved over such lands. *Meredith* v. *Frank,* 56 Ohio St. 479, 47 N. E. 656. Whether or not a sufficient necessity exists to warrant the creation of a way by implication is determined by the necessity existing at the time of the original grant. *Batchelder* v. *National Bank,* 66 N. H. 386, 22 Atl. 592; *Corporation of London* v. *Riggs,* L. R. 13 Ch. Div. 798, 807. And although the way has once been created, yet when the necessity therefor ceases, the way also ceases. *Holmes* v. *Goring,* 2 Bing. 76; *Viall* v. *Carpenter,* 80 Mass. 126; *Pierce* v. *Selleck,* 18 Conn. 321. See WASHBURN, EASEMENTS, 3rd Ed., 235. It has been held that, where the extent of a right of way is defined by the grant, it can not be enlarged by implication. *Batchelder* v. *National Bank, supra.*

But it seems that mere inconvenience alone is not sufficient for the creation of a way by necessity. *Gaines* v. *Lunsford,* 120 Ga. 370, 47 S. E. 967, 102 Am. St. Rep. 109; *Doten* v. *Bartlett,* 107 Me. 351, 78 Atl. 456, 32 L. R. A. (N. S.) 1075; *Dee* v. *King,* 73 Vt. 375, 50 Atl. 1109. And therefore, when a way already exists, though less convenient than the one claimed, no right of way by necessity will arise. *Bailey* v. *Gray,* 53 S. C. 503, 31 S. E. 354; *Smith* v. *Griffin,* 14 Colo. 429, 23 Pac. 905; *Vossen* v. *Dantel,* 116 Mo. 379, 22 S. W. 734. See, also, *Corea* v. *Higuera,* 153 Cal. 451, 95 Pac. 882, 17 L. R. A. (N. S.) 1019, and note. MINOR, REAL PROPERTY, § 103. In such cases, the bill must allege that there is no other means of access except over the way claimed, or it will be demurrable. *McIlquam* v. *Wilkinson Live Stock Co.,* 18 Wyo. 53, 104 Pac. 20; *Charleston, etc.. R. Co.* v. *Fleming,* 119 Ga. 995, 47 S. E. 541; *Anderson* v. *Buchanan,* 8 Ind. 132. But, by the better view, the other mode of access must be reasonably practicable, and not involve disproportionate expense in making it available. *Pettingill* v. *Porter,* 90 Mass. 1, 85 Am. Dec. 671; *Galloway* v. *Bonesteel,* 65 Wis. 79, 26 N. W. 262; *School* v. *Jeffrey's Neck Pasture,* 174 Mass. 572, 55 N. E. 462.

Further, the use of a right of way by necessity, when once established, not will not ripen into an easement by prescription; since the use of the way is not adverse, but is necessarily with the acquiescence of the servient tenant, for the law will not permit him to object. *Ann Arbor Fruit Co.* v. *Ann Arbor R. Co.,* 136 Mich. 599, 99 N. W. 869, 66 L. R. A. 431. See, also, *Rater* v. *Shuttlefield,* 146 Ia. 512, 125 N. W. 235, 44 L. R. A. (N. S.) 101, and note; *Sassman* v. *Collins,* 53 Tex. Civ. App. 71, 115 S. W. 337.

EVIDENCE—ADMISSIBILITY—ADMISSIBILITY OF A WITHDRAWN PLEA OF GUILTY. —A plea of guilty was interposed in a criminal prosecution but later by permission of the court it was withdrawn and a plea of not guilty